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THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TEAMSTERS LOCAL UNION NO. 727
HEALTH AND WELFARE FUND,
and TEAMSTERS LOCAL UNION NO.
727 LEGAL AND EDUCATIONAL
ASSISTANCE FUND,

Plaintiffs,

v.

THE TANNER GROUP, INC., an Illinois
Corporation,

Defendant.

08cv451

No. 08 C 451

Judge Coar

Mag. Judge Cox

AGREED ORDER OF DISMISSAL

The parties hereby agree that this case has been settled and all issues and controversies have been resolved to their mutual satisfaction. The parties request the Court to retain jurisdiction to enforce the terms of their Settlement Agreement under the authority of Kokkonen v. Guardian Life Insurance Company of America, 511 U.S. 375, 381-82 (1994):

IT IS HEREBY ORDERED:

1) The parties shall comply with the terms of their Settlement Agreement entered into on March 4, 2008.

2) By consent of the parties, the Court hereby specifically retains jurisdiction for the purpose of enforcing the terms and provisions of the parties' Settlement Agreement.

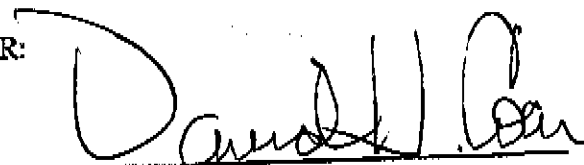
3) That in the event Defendant fails to comply with the provisions of this Order upon motion filed by Plaintiffs, the Court shall enter judgment in the amount remaining due and owing, pursuant to the provisions of the parties Settlement Agreement filed herewith.

4) Except as provided for in Paragraphs 1, 2 and 3 above, this case is being dismissed, without prejudice, and this Order is being entered to allow the parties to enforce the terms and provisions of the Settlement Agreement.

5) The dismissal, without prejudice, as provided for herein, shall automatically become a dismissal with prejudice, provided that the terms of the Settlement Agreement are complied with, and neither party petitions the Court to vacate the dismissal without prejudice, within 210 days from the date of entry of this Order.

DATED: MAR 31 2008

ENTER:


Judge

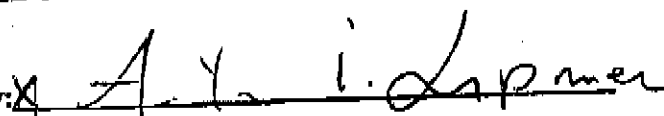
Agreed:

Plaintiffs

By: 
Robert B. Greenberg

Defendant

THE TANNER GROUP INC.

By:  PRESIDENT

ROBERT B. GREENBERG, ESQ.
ASHER, GITTLER, GREENFIELD & D'ALBA, LTD.
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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**TEAMSTERS LOCAL UNION NO. 727
HEALTH AND WELFARE FUND,
and TEAMSTERS LOCAL UNION NO.
727 LEGAL AND EDUCATIONAL
ASSISTANCE FUND,**

Plaintiffs,

v.

**THE TANNER GROUP, INC., an Illinois
Corporation,**

Defendant.

No. 08 C 451

Judge Coar

Mag. Judge Cox

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiffs and Defendant, through their respective counsel, as follows:

1. That in the interest of settling the legal action filed by Plaintiffs against the Defendant, The Tanner Group, Inc., an Illinois Corporation, and without any admission herein of liability of the Defendant the parties have agreed to settlement of the pending action.

2. That Defendant hereby agrees to pay to the Plaintiffs the amount of \$62,500.00, which shall be paid \$3,667.82 on March 15, 2008, and \$3,667.82 on the 15th of the month thereafter, through and including September 15, 2009.

3. This release releases the delinquencies claimed due and owing through December 31, 2006, the end date of the audit conducted on April 18 and July 11, 2007.

4. That the Court shall retain jurisdiction for the purpose of enforcement of the terms and provisions of the parties' Settlement Agreement.


5. (a) The above-entitled cause be and the same shall be dismissed without prejudice, subject to reinstatement only as set forth below and Plaintiffs and anyone claiming through them agree not to sue and further agree to release and forever discharge Defendant and each of its past, present and future owners, directors, officers, agents, employees and the predecessors, successors and assigns of each of them, from any and all claims that were asserted in the above entitled lawsuit.

(b) If Defendant fails to make any installment payment due hereunder, or any current contributions for work now being performed, the Defendant shall be considered in default.

- (c) Upon ten (10) days' written notice to Defendant of said default, and upon Defendant's failure to cure said default within the 10 day period, the Order of Dismissal entered in this cause shall be vacated and set aside and the above-captioned cause reinstated.
- (d) Upon Order of Dismissal having been vacated and set aside and upon this cause being reinstated, judgment shall be immediately entered in the amount remaining due and owing, and any additional amounts for current payments which accrue hereinafter.

IN WITNESS WHEREOF, the parties or their duly authorized agents, have duly executed this Settlement Agreement as of the day and year provided below.

x , PRESIDENT Dated: 3/4/08
For Defendant

 Dated: 3-4-2008
For Plaintiffs

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